

MARCUS FAMILY LAW CENTER, PLC  
 ERIN K. TOMLINSON, BAR #246499  
 ETHAN J. MARCUS, BAR #152240  
 CERTIFIED SPECIALIST, FAMILY LAW  
 THE STATE BAR OF CALIFORNIA  
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 U.S. BANKRUPTCY CT  
 SO. DIST. OF CALIF

UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

In Re	)	Chapter 7
SAMUEL E. SINGH, Debtor	)	CASE NO. 08-07659-LT7
<hr/> SAMUEL E. SINGH,	)	ADV. PROC. NO. 08-90513
Cross-Claimant,	)	ANSWER TO CROSS CLAIM TO
v.	)	DETERMINE NONDISCHARGEABILITY
MARCUS FAMILY LAW CENTER, PLC.	)	OF DEBT
AND ETHAN MARCUS	)	
Cross-Defendants.	)	JUDGE: Honorable LAURA TAYLOR

1. COMES NOW Cross-Defendant, MARCUS FAMILY LAW CENTER, PLC, who answers Cross-Claimant's Cross-Claim on file herein as follows:
2. The answering Defendant does not contest the jurisdictional/venue contentions in paragraphs 1 through 3 of the Cross-Claim.
2. The answering Defendant herein lacks sufficient information and belief to answer the allegations in paragraph 4 of the Cross-Claim, and basing its denial on this ground, denies each allegation therein.
3. The answering Defendant herein admits the allegation contained in paragraph 5 of the Cross-Claim as it applies to MARCUS FAMILY LAW CENTER, PLC, and denies the allegation as it applies to ETHAN MARCUS.
4. The answering Defendant herein admits the allegation in paragraph 6 of the Cross-Claim except as to the vague and ambiguous language "at their insistence," which is denied.
5. The answering Defendant herein denies the allegation in paragraph 7 of the Cross-Claim that "Cross-Claimant was induced" to do anything, but admits that the signing of the contract was a condition of retention for legal services.

6. The answering Defendant herein denies the allegation in paragraph 8 of the Cross-Claim.
7. The answering Defendant herein denies the allegation in paragraph 9 of the Cross-Claim that disclosures were "required by the Truth in Lending Act 15 USC section 1601 et. Seq., in connection with this transaction," and that any such requirements were not met.
8. The answering Defendant herein denies the allegation in paragraph 10 of the Cross-Claim.

FIRST AFFIRMATIVE DEFENSE TO CROSS-CLAIM

9. Cross-claimant's Cross-Claim and every purported cause of action therein fails to set forth facts sufficient to state a claim pursuant to 15 USC section 1601, et. seq. as to this answering Defendant and ETHAN MARCUS.

WHEREFORE, Cross-Defendant prays as follows:

1. That Cross-Claimant take nothing by his Cross-Claim on file herein;
2. That judgment be entered in the within action in favor of this answering Cross-Defendant and against the Cross-Claimant upon the issues in the Cross-Claim;
3. For cost of suit herein incurred;
4. For attorney fees;
5. For such other relief as the court deem just

Dated: 1/14/09

  
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ETHAN J. MARCUS  
MARCUS FAMILY LAW CENTER, PLC